

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NORTH BEND AND SI VIEW
METROPOLITAN PARK DISTRICT
FOR DEVELOPMENT, MAINTENANCE, SCHEDULING AND
OPERATIONS OF TORGUSON PARK**

THIS AGREEMENT is dated effective the 1st day of January 2016 and is made between the City of North Bend (the "City") and Si View Metropolitan Park District (the "District").

I. RECITALS

WHEREAS, the City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW; and

WHEREAS, the District is a municipal corporation of the State of Washington, organized and operating under 35.61 RCW; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the City and the District are stewards of public lands in the City, and the parties recognize that through cooperation, these publicly-held lands can be used to meet broader community needs for recreation and open space than either party can provide separately; and

WHEREAS, the City and District have reached an agreement regarding joint use of Torguson Park ("Park"), maintenance and operation of the Park by the District, and subsequent joint ownership of the Park by the City and the District;

NOW, THEREFORE, it is agreed by and between the City and the District as follows:

II. AGREEMENT

1. Scope and Purpose.

- a. Description of Property and Improvements. The subject of this Agreement is the development, maintenance, scheduling and operation of the Park, a 17.3 acre facility consisting of six ball fields, a soccer field, restrooms, a skateboard park, picnic facilities, a BMX dirt bike track, a tot lot, a climbing tower, and a parking lot (the "Property"). The Park and its improvements are identified and depicted on the attached Exhibits A-1 and A-2, respectively (the "Property").
- b. Joint Use of Property. The parties agree that during the term of this Agreement, the Property and its improvements are intended to be used jointly for recreation purposes for the benefit of the District and the City at large.

- c. Minimum Recreation Improvements. The existing recreational facilities and improvements described in subsection (a) above and on Exhibits A-1 and A-2 shall remain during the term of this Agreement. In the event the District wishes to materially modify these improvements, the District must obtain the City's consent.
2. Scheduling and Use. The District shall manage and schedule the use of all Property amenities. The City and District sponsored programs shall have priority scheduling over other entities. To ensure scheduling priority, the City and the District shall be required to reserve usage of the Property at least 30 days prior to a City or District event date. Nothing in this Agreement confers exclusive use of the Property to the District. The District agrees to provide the use of the Property to the Little League and the Soccer Association pursuant to those certain agreements entitled Right of Entry and Field Use Agreement Between the City of North Bend and Snoqualmie Valley Little League dated February 5, 2014 and Field Use Agreement Between the City of North Bend and Snoqualmie Valley Youth Soccer Association, copies of which are attached hereto as Exhibit B and incorporated by this reference.
3. Maintenance, Repairs, and Operation. Effective January 1, 2016, the District shall be responsible for all regular, customary and ongoing maintenance, repairs, and operation of the Property, including but not limited to, mowing, ballfield preparation, irrigation, landscape maintenance, supplies and refuse collection and at the frequency and as more specifically described on the attached Exhibits C.
4. Torguson Park Project.
 - a. Description of Project. The City has planned and allocated funds for a Torguson Park project including a restroom/concession building to be located within the backstop area of the western ball fields quad, together with associated electrical, water, and sewer connections and paving improvements; an 8 foot wide paved trail network connecting the park; and a gathering plaza next to the parking lot (the "Project").
 - b. Connection Fee. The City will pay the connection fees for the Project to be connected to public sewer and water utilities.
 - c. Maintenance of Project. Once completed, the Project shall also be maintained, repaired and operated by the District pursuant to Section 3 of this Agreement.
5. Fees and Charges. User fees for the use of the Property shall be the subject of written fee schedule agreed to between the City and the District.
6. Security. The District shall be responsible for the security of the Property provided; however, the Property shall continue to be patrolled by the City Police Department in the same manner that all other City parks are patrolled.

7. Utility Expenses. The City will pay utility costs during the first five (5) years of this Agreement. Once a one-half interest in the Property has been conveyed to the District pursuant to Section 9 of this Agreement, the parties will meet to negotiate an equitable distribution of the payment of utility costs among the parties. Both parties agree to use best efforts to minimize increases to utility costs when making any improvements made to the Property. The City shall install deduct meters on the Property to distinguish between various types of water accounts.

8. City Contributions.

a. Park Impact Fees for Park Project. In consideration of the promises contained in this Agreement and in order to acquire property from King County and/or construct improvements for that certain project commonly known as the "Park Path Connection between Si View and the Train Depot" as shown in the schematic drawing attached as Exhibit D and incorporated by this reference ("Connector Project"), or in order to construct such other park improvements within North Bend as agreed to by the City Administrator and Executive Director of the District, the City shall pay the District the following amounts from park impact fees during the first five (5) years of the term of this Agreement:

2016	\$91,497
2017	\$73,203
2018	\$54,902
2019	\$36,602
2020	\$18,300

b. Allocation of Additional Park Impact Fees. To the extent that the City collects park impact fees from developers during the term of this Agreement and any portion of those park impact fees are allocated by the City to the Park, the City may remit those impact fees to the District for the purpose of constructing park improvements identified in the City's Capital Facilities Plan, subject to the District's consent to receive such funds and to be responsible for making such park improvements. It is within the sole discretion of the City what, if any, improvements for the Park are included in the City's Capital Facilities Plan. Any additional improvements and agreements regarding such improvements between the City and the District will be evidenced by an amendment to this Agreement.

9. Conveyance to District. Provided that the District has fulfilled all of its duties and responsibilities under this Agreement for the Agreement's full term as set forth in Section 17, the City shall then convey an undivided ^{one-half} interest, as tenants in common ownership of the Property to the District. The consideration for the conveyance is the District's maintenance, repair, and operation of the Property during the Agreement's full term.

a. The conveyance of ownership shall include a restrictive covenant that the Property shall continue to be operated, maintained, and improved by the

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District in accordance with the Torguson Park Master Plan, passed by the City in Resolution 1475 on September 7, 2010 ("Master Plan").

- b. The parties acknowledge that the Master Plan may be amended through public process and action by the North Bend City Council. Any significant modifications of the Master Plan will include the District's Commission review and approval of such significant amendment.
10. Re-conveyance by the District. If during the term of this Agreement, the District's regular property tax levy is subject to prorationing under with the \$5.90 statutory aggregate levy limit (Chapter 84.52 RCW) or the constitutional 1% aggregate levy limit (Article VII, Section 2 of the Washington State Constitution) or the District is unable to obtain voter approval for an excess operations and maintenance levy, in either case resulting in financial hardship, as determined by the District, the District in its discretion may convey back to the City its ownership interest in the Property.
11. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein.
12. Indemnification.
 - a. The City shall indemnify, defend, and hold harmless the District, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the City, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the District, its agents, or employees caused or contributed thereto. In the event that the District shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the City shall, in addition to indemnifying and holding the District harmless from any liability, indemnify the District for any and all expenses incurred by the District in defending such claim or suit, including reasonable attorney's fees.
 - b. The District shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the District, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the District shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorney's fees.
13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement that prove to be invalid, void, or illegal shall in no way

affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

14. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
16. Entire Agreement and Modifications. This Agreement constitutes the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.
17. Term and Termination. The term of this Agreement shall commence on the date first shown above and shall be in effect for a period of ten (10) years. This Agreement will automatically renew for successive ten (10) year terms unless either party elects to terminate it by providing written notice to the other party at least 12 months prior to the proposed termination date. In the event the District elects to terminate this Agreement and Section 9 has resulted in a conveyance of an undivided one half ownership interest in the Property, then the District shall reconvey the Property back to the City immediately upon such termination.
18. Filing with Auditor and Interlocal Cooperation Act Compliance. This Agreement shall be filed with the King County Auditor or listed by subject on the City's website or other electronically retrievable public source, pursuant to RCW 39.34.040. No separate legal entity has been created pursuant to this Agreement, and the City and District do not intend to jointly acquire or hold title property the under the terms of this Agreement. The disposition of the Property at the end of the term of the Agreement is provided for in Section 9.
19. Insurance.
 - a. The City shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the District as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the City's membership in a municipal self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the District.

- b. The District shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the City as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the District's membership in a municipal self-insurance pool including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the City.
20. Dispute Resolution. If a dispute arises between the parties concerning the performance of any provision of this Agreement or the interpretation thereof, the parties agree to follow the procedures set forth herein. It is the goal of the parties to resolve differences as early in this step-process as possible.
- a. Step One – Informal Discussions. Each party shall designate a representative, and the designated representatives shall meet and attempt to resolve the dispute. This step may involve more than one meeting.
 - b. Step Two – Written Notification and Resolution. If informal discussions are not successful, then the aggrieved party shall mail, via certified mail, written notice of the dispute to the other party as set forth in Section 23 of this Agreement. The notice shall set forth the nature of the dispute and the desired outcome. A written response shall be provided by the recipient of the notice within ten (10) days' receipt of the certified, mailed notice. The response to the notice shall include the respondent's version of the dispute and a proposed resolution. The parties shall then meet within (10) business days following respondent's answer to determine whether the dispute can be resolved amicably. If the dispute is amicably resolved, the parties shall sign a memorandum of understanding with regards thereto.
 - c. Step Three – Mediation. If the parties are unable to resolve their differences at Step Two, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the parties. Mediation shall be non-binding but a condition precedent to having the dispute resolved pursuant to Step Four - Arbitration, below. Mediation shall commence, unless otherwise agreed, within thirty (30) days of a party's written request to the other party for mediation of a dispute. Any resolution of the dispute at this stage shall be reduced to writing and, if the resolution involves an interpretation of the Agreement herein, the Agreement herein shall be amended to include the interpretation.
 - d. Step Four – Arbitration. If the parties are unable to resolve their differences at Step Three, the dispute will be resolved by arbitration. A written notice requesting arbitration must be delivered to the other party. The parties will select an arbitrator by mutual agreement. If the parties cannot agree on an arbitrator within 10 working days after service of the arbitration request, then the dispute shall be referred to Judicial Arbitration and Mediation Services,

Inc. ("JAMS"), and an arbitrator will be selected either by agreement of the parties or at random by JAMS if the parties cannot agree upon an arbitrator.

21. Discrimination Prohibited. Neither party shall discriminate against any employee or any person seeking service under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental or physical handicap.
22. Applicable Law, Venue, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the venue shall be exclusively in the Superior Court for King County, Washington, and the substantially prevailing party shall be entitled, in addition to any other relief, to an award of attorney's fees, expert witness fees, and costs of suit.
23. Administrators/Notices. The Administrators listed below, or their successors, shall be the contact persons responsible for all notices and communications regarding the performance under this Agreement.

CITY OF NORTH BEND

SI VIEW M.P.D.

Londi Lindell
City Administrator
P.O. Box 896
North Bend, WA 98045

Travis Stombaugh
Executive Director
P.O. Box 346
North Bend, WA 98045

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

CITY OF NORTH BEND


SI VIEW METROPOLITAN PARK DISTRICT


By: 
Kenneth G. Hearing, Mayor

By: 
Executive Director, Travis Stombaugh

Date: November 18, 2015

Date: 12/15/2015

Attest: 
Susie Oppedal, City Clerk

Attest: 
Scott Lars, Finance/HR Manager

Approved As To Form:

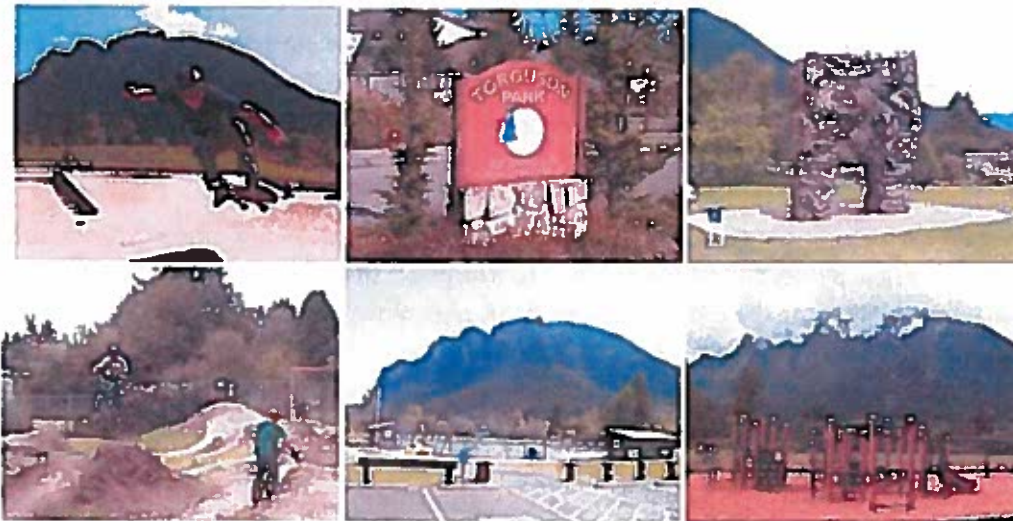
Approved As To Form:


Michael R. Kenyon, City Attorney


Bruce Disend, District Attorney
Rachel Turpin



City of North Bend 2010 Torguson Park Master Plan and Site Plan



Introduction

In 2006, the City of North Bend adopted the Torguson Park Master Plan, as prepared by Jay Rood Landscape Architecture and D.A. Hogan and Associates, and as guided by the Parks Commission. While the 2006 plan has been a valuable tool for the planning for Torguson Park, a significant number of changes have occurred at Torguson Park since its adoption, some of which have implemented the plan, and others of which were not anticipated in the plan. Facilities added since the adoption of the 2006 plan include the completion of the soccer field, completion of the upgrades to the youth softball field, the new parking lot, and the tot lot, and the climbing tower. Some of these facilities were installed in locations different from that provided on the 2006 plan.

Because of these changes, many aspects of the 2006 Torguson Park Master Plan are now out-of-date. In addition, the 2006 plan did not provide for trails or landscaping, important features for the completion of this park.

Staff and the Parks Commission have worked over the spring of 2010 to update the master plan for Torguson Park, to create a more complete and comprehensive Master Plan that addresses both site improvements and landscaping. The proposed improvements have been guided by public input provided during the update to the 2009 Parks Element of the Comprehensive Plan, a public workshop held on June 23, and additional input from the Parks Commission, City staff, and residents.

2010 Torguson Park Master Plan Key Recommendations

The following recommendations describe the improvements and additional facilities proposed for Torguson Park over the course of the next decade, and are depicted on the Torguson Park Master Site Plan. These improvements are consistent with the 2009 Parks Element of the Comprehensive Plan and Parks Capital Facilities Plan.

1. **Provide a central plaza.** A concrete central plaza area at the north end of the parking lot will serve as a commons for gathering and a "family support area", linking the restrooms, picnic shelter, tot lot, and parking area. The exact design and landscaping of the plaza should be developed at a later date, through a contract for design and construction, but should reflect the general concept as shown on this master plan.
2. **Provide a picnic shelter.** This is an important feature for group functions at the park, such as little-league picnics and after-game events. The picnic shelter is to be constructed by John Day Homes adjacent to the central plaza, to satisfy park requirements for the Ranger Station cottage subdivision to be located on Thrasher Avenue.
3. **Provide a paved trail system.** An 8-foot wide paved trail will connect through park, linking facilities of the park with one another and with pedestrian access points into the park. The main loop of the trail surrounding the youth baseball field and soccer field will include ¼ mile marks to inform trail users of their distance, and will include 6 exercise stations to provide multi-aerobic workout opportunities. An easement across the commercial property at the southwest corner of the park (barber shop and pizza place) should be obtained upon redevelopment of that property to provide improved pedestrian access to the southwest corner of the park from North Bend Way and to provide an eventual connection to the City's proposed downtown loop trail, as envisioned in the Downtown Master Plan.
4. **Landscape the park.** Landscaping will be provided to provide the finishing touches at the park and provide shading. Landscaping will include parking lot landscaping, plaza landscaping, and additional trees along the back of residences along Thrasher Avenue to provide screening and a more defined park boundary to enhance privacy for the residents.
5. **Provide additional picnic tables and benches.** Additional picnic tables should be located around the plaza and tot lot area. Benches should be provided at the tot lot, at the climbing tower and in key locations on the trail system, including the donated memorial bench from the Lewallen family.
6. **Relocate and improve the batting cages.** To accommodate the location of the picnic shelter, the batting cage will be relocated to the north, adjacent to the other existing batting cage. The batting cages will be eventually replaced with cages of a more permanent nature, including fencing and netting.
7. **Upgrade Westerly Ballfields.** The existing westerly five fields will be refurbished and upgraded to a sand base to eliminate trip hazards and uneven surfaces through re-grading, placement of

sand base, re-seeding, etc., and the fields installed with irrigation and drainage systems. The backstops will be replaced, with larger canopies provided over the home plates.

8. **Upgrade the Skate Park.** The skate park area will be improved with additional facilities to better serve the growing population at this popular facility. Further planning of the facilities will be done at a later date with a skate park plan.
9. **Continue the current operation of the BMX Park.** The BMX park is an informal area maintained and arranged by volunteers for BMX bicycle use. This arrangement has worked well, and will continue as it has been operating.

Implementation Details

The following provides additional details for the features and facilities to be added, as well as estimated costs.

1. Landscape Improvements:

a. Area 1 - Parking Lot landscaping:

- i. 32 Red Cascade Mountain Ash (@ \$100 ea + \$100 ea labor) = \$6,400
- ii. 90 5-gallon size shrubs (@ \$18 ea + \$40 ea labor) = \$5,220
- iii. 1250 1-gallon size groundcover for parking islands (@ \$5 ea + \$5 ea labor) = \$12,500
- iv. soil amendments in islands = \$2,000
- v. beauty bark = \$2,000
- vi. Mobilization, delivery, tax and contingency (add 30% of costs) = \$8,436
- vii. TOTAL: \$36,556

- ##### **b. Area 2 – New Thrasher Avenue Entrance and Parking Lot:** (This is a John Day Homes obligation for the park requirements of the Ranger Station Cottages. The landscaping for this area will be submitted to the City for approval in conjunction with the construction plans for the parking lot, and should be generally consistent with the conceptual design shown on this master plan.

c. Area 3 – Supplemental Thrasher Avenue Homes screening: REVISE PER WORKSHOP

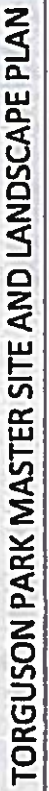
- i. 5 Douglas fir (@ \$40 ea + \$100 ea labor) = \$700
- ii. 6 Red Sunset Maple (@ \$100 ea + \$100 ea labor) = \$1,200
- iii. TOTAL: \$1,900

d. Area 4 – Plaza / tot lot area (designed in conjunction with plaza improvements) and north boundary:

- i. 18 Paperbark birch trees (@ \$100 ea + \$100 ea labor) = \$3,600
- ii. 7 Douglas fir trees (@ \$40 ea + \$100 ea labor) = \$980
- iii. 30 5-gallon size shrubs (@ \$18 ea + \$40 ea labor) = \$1,740
- iv. 250 1-gallon size groundcover (@ \$5 ea + \$5 ea labor) = \$2,500
- v. Soil amendments = \$1000
- vi. Beauty bark = \$1000

- vii. Mobilization, delivery, tax, and contingency (add 30% of costs) = \$3,246
 - viii. TOTAL: \$14,066
- 2. **Trail Improvements:** All trail improvements are 8-foot wide asphalt paved trail, including geotextile underlayment and 4" gravel underbase.
 - a. **John Day Homes trail obligation:**
 - i. From new pedestrian entrance on Thrasher Avenue to the Picnic shelter, between soccer field and youth softball field.
 - ii. Total of 400 linear feet.
 - b. **City Phase 1 Trail Improvements:**
 - i. Loop trail around soccer field, youth baseball field and climbing wall.
 - ii. Total of 2045 linear feet @ \$35/lf (including installation) = \$71,575.
 - iii. Re-grading and removal of blackberries at drainage area east of youth baseball field to accommodate trail construction. Includes excavation, haul, grading and reseeding = \$2,000
 - iv. 6 exercise stations (@\$900 each) = \$5,400.
 - v. Wood chip base and landscape timber perimeter border for 10 x 15 area for exercise stations (30 cubic yards @ \$35/cy + \$1,200 for excavation and timbers) = \$2,250 (including installation)
 - vi. 5 benches with concrete pads (2 at climbing tower) @ \$1400 ea. (including installation) = \$7,000
 - vii. Mobilization, tax and and contingency (add 30% of costs) = \$26,458
 - viii. TOTAL: \$114,683
 - c. **City Phase 2 Trail Improvements:**
 - i. Trail from plaza to western pedestrian entrance behind the Pizza Place.
 - ii. Total of 750 linear feet @ \$35/lf (including installation) = \$26,250.
 - iii. Includes removal of temporary chain link fencing at the rear of the skate park.
 - iv. Mobilization, tax, and contingency (add 30% of costs) = \$7,875
 - v. TOTAL: \$34,125
- 3. **New Pedestrian Entrance and Small Parking Area on Thrasher Avenue.**
 - a. This is an obligation of John Day Homes for the Ranger Station Cottages Subdivision.
 - b. To be designed at a later date, but in conformance with this master plan.
- 4. **Picnic Shelter – Construction of the basic structure is a John Day Homes obligation for the Ranger Station Cottages Subdivision. To be constructed per the plans for the picnic shelter at Snoqualmie's Centennial Fields Park. Additional related City tasks and facilities:**
 - a. Re-locate the existing batting cage to the north (to be eventually replaced by permanent facilities).
 - b. Trenching conduit and installing wiring (from bathroom) for future lighting improvements at plaza and picnic shelter, including labor (230' @ \$20/lf) = \$4,600
 - c. Barbeque grills – 4 standard park grills @ \$180 each + \$500 for installation and bases = \$1,220.
 - d. Mobilization, tax and contingency (add 30% of costs) = \$1,746

- e. TOTAL: \$7,566
- 5. **Central Plaza. Includes:**
 - a. Concrete plaza, stairs and additional asphalt paving for trail connections in plaza area = \$54,000 (est. from Parks CIP, including tax and installation)
 - b. Relocate existing flagpole, including labor and materials = \$300
 - c. 3 new picnic tables, including concrete slab (2 around tot lot, 1 by restrooms @ \$1,500 ea, including installation) = \$4,500
 - d. Additional new waste/recycling receptacles - (1 at tot lot, 1 at restroom, 1 at each end of picnic shelter @ \$350 each) = \$1400
 - e. (Plaza landscaping included in Area 4 landscaping, above).
 - f. Loop bicycle rack at closest parking stall to plaza = \$400
 - g. Mobilization, tax, and contingency of items except plaza (add 30% of costs) = \$1,980
 - h. TOTAL: \$62,580.
- 6. **Tot Lot Improvements. Includes:**
 - a. 5 benches with concrete pads @ \$1400 each = \$7,000
 - b. 3-leg heavy duty Swings – 8' high 4-swing unit = \$1,800
 - c. 1 accessible swing seat = \$500.
 - d. Mobilization, delivery, tax, installation and contingency (50% of material costs) = \$4,650
 - e. TOTAL: \$13,950.
- 7. **Upgrade of Westerly Ballfields:**
 - a. New Backstops for 5 fields and new batting cages. Estimate from Parks CIP of \$114,260.
 - b. New sand based turf improvements for 5 westernmost fields, including drainage improvements and irrigation system. Estimate from Parks CIP of \$2,120,450.
- 8. **Skate Park Improvements.** Estimate from 2006 Torguson Park Master Plan of \$50,000. To be planned and designed at a later date.



**RIGHT OF ENTRY AND FIELD USE AGREEMENT BETWEEN THE
CITY OF NORTH BEND AND SNOQUALMIE VALLEY
LITTLE LEAGUE**

This Field Use Agreement ("Agreement") is entered into this 5 day of February, 2014, between the City of North Bend, a Washington municipal corporation ("City"), and Snoqualmie Valley Little League, an unincorporated Washington non-profit association ("SVLL").

WHEREAS, SVLL has requested permission from the City to repair four (4) baseball fields ("Quad Fields") at Torguson Park (the "Park") located within the City of North Bend, at its sole cost; and

WHEREAS, the City and SVLL wish to enter into an agreement that authorizes SVLL to make repairs and improvements to the Quad Fields in order to provide improved recreational facilities for SVLL and the general public; and

WHEREAS, SVLL promises to invest approximately \$60,000 in the repair and reconstruction of the Quad Fields; and

WHEREAS, in recognition of the investment SVLL will make toward the repairs and improvements of the Quad Fields that will result in additional availability and quality of the Quad Fields, the City desires to enter into an Agreement that provides for the City to make certain improvements proximate to the Quad Fields and grants to SVLL a priority of use as well as certain credits against usage fees; and

WHEREAS, the SVLL understands that the City has entered into a prior agreement with the Snoqualmie Valley Youth Soccer Association (SVYSA) and that SVLL's rights under this agreement are subject to the City's obligations under its agreement with the SVYSA;

NOW, THEREFORE, in consideration of the mutual benefits set forth in this Agreement, the City and SVLL agree as follows:

1. Right of Entry Granted. City grants to SVLL, its agents and contractors, a right of entry at the Park to repair and improve the existing baseball field therein, and to undertake other activities only as set forth in this Agreement.

2. Obligations and Warranties of SVLL. At a time or times approved in advance by the City, SVLL shall, at its sole cost and using its own resources and equipment, complete the following repairs and improvements to the Quad Fields as soon as reasonably possible, but no later than December 31, 2014: (a) relocate the Quad Fields to a location acceptable to the City in order to provide an area for the City to construct restrooms and a concession stand; (b) construct new backstops; (b) construct new covered dugout areas with new benches; and (c) restore infield areas ("Work"). The Work will result in at least 3 of the 4 Quad fields remaining regulation outfield length for adult softball play. SVLL will provide invoices to the City showing the cost associated for all the Work which it estimates to be equal to Sixty Thousand

Dollars and No/100 (\$60,000.00). SVLL shall complete all Work in compliance with applicable codes, rules, regulations, and laws. SVLL warrants that no liens will be filed against the Park property as a result of its Work at the Park. In the event of the filing of any such lien, SVLL shall defend, indemnify, and hold harmless the City from all resulting costs and damages, including reasonable attorney and expert witness fees.

3. City's Responsibilities and Improvements. City shall permit SVLL to make certain neighborhood improvements consisting of repairs and improvements to the Quad Fields at the Park. As a neighborhood improvement, such work shall not be a public work under state law. In addition, the City shall, pursuant to state law, complete the following improvements in a location near the backstops of the Quad Fields to be determined by the City after consultation with SVLL: (a) construct new bathrooms; and (b) construct a concession stand. The bathrooms and concession stand may be constructed as one structure.

4. Priority of Use of Quad Fields. Subject to any priority scheduling rights previously granted to the SVYSA, SVLL shall have priority scheduling for use of the Quad Fields between the dates of March 1st and July 15th for the term of this Agreement.

5. Priority of Use of Concession Stand Facility. After completion of construction, SVLL shall have the right to use the concession stand during all SVLL baseball and softball activities at the Quad Fields, including baseball and softball tournaments hosted by the SVLL at the Quad Fields, unless such use is otherwise required by the City. SVLL also shall have the right to use the concession stand during SVLL activities occurring between March 1st and July 15th of each year during the Term of this Agreement, unless such use is otherwise required by the City.

6. Schedule of Use. Prior to March 1st of each year, SVLL shall provide to the City a schedule that shall include the number of participants involved with SVLL and a proposed schedule of play. The City retains the right to change the schedule submitted by SVLL and otherwise to make adjustments to the Quad Fields use schedule in order to facilitate watering, maintenance or other public uses, if necessary.

7. Field Fees. SVLL shall not be obligated to pay field rental fees for the term of this Agreement.

8. Additional Requirements. SVLL shall follow all general rules and regulations set out by the City for the use of the Quad Fields, including, but not limited to execution of all necessary documents requiring proof of insurance and hold harmless provisions.

9. Use by Others. The City retains the right to allow and approve Quad Fields use by others during those times when SVLL is not scheduled to use the Quad Fields.

10. Term. The term of this Agreement shall commence on March 1, 2014 and shall terminate on July 15, 2024.

11. Indemnification. SVLL shall defend, indemnify, and hold harmless the City, its officers, agents, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property that arise out of SVLL's activities at or related to the Quad Fields, work or things done, permitted, or suffered by SVLL in or about the Quad Fields, except any injury or damage occasioned by the sole negligence of the City. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, SVLL shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees.

12. Insurance. SVLL shall procure and maintain in full force throughout the duration of this Agreement comprehensive general liability insurance, with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City as an additional insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement. Certificates of coverage as required by this paragraph shall be delivered to the City within fifteen (15) days of execution of this Agreement.

13. Independent Parties. Nothing in this Agreement shall be considered to create an employment relationship between City and SVLL, or between City and any of SVLL's employees, agents, or contractors. SVLL shall be solely responsible for the performance and completion of all work under this Agreement, and City shall not be responsible or liable for any legal or other obligations of SVLL arising from its duties under this Agreement. Neither the SVLL nor any employee of the SVLL shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the SVLL or any employee of the SVLL.

14. Termination. This Agreement may be terminated by either party upon the filing of ninety (90) days' advance written notice to the other party; provided that, the parties may jointly agree to terminate this Agreement at any time. In the event of a termination by the City, the City shall reimburse SVLL the amount of SVLL's unamortized actual hard costs (not including administrative, overhead, or similar amounts) of improvement to the Quad Fields (calculated by straight-line amortization over the Term of this Agreement). The obligations under Section 11, Indemnification, shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.

15. Discrimination Prohibited. SVLL shall not discriminate against any employee, applicant for employment, or any person seeking the services of SVLL under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

16. Assignment and Subcontract. SVLL shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

18. Notices. Notices to the City of North Bend shall be sent to the following address:

Londi Lindell, City Administrator
City of North Bend
P.O. Box 896
North Bend, Washington 98045

Notices to SVLL shall be sent to the following address:

SVLL
c/o Roy Baunsgard
PO Box 351
North Bend, Washington 98045

19. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively laid in the Superior Court of King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees, expert witness fees, and costs of suit.

CITY OF NORTH BEND, WASHINGTON

By: 
Kenneth G. Hearing, Mayor

Date: February 5, 2014

SNOQUALMIE VALLEY
LITTLE LEAGUE

By: 
Roy Baunsgard, President

Date: 2/26/14

Attest/Authenticated:


Susie Oppedal, City Clerk

**FIELD USE AGREEMENT BETWEEN THE
CITY OF NORTH BEND AND SNOQUALMIE VALLEY
YOUTH SOCCER ASSOCIATION**

This Field Use Agreement ("Agreement") is entered into this 5 day of December, 2012, between the City of North Bend, a Washington municipal corporation ("City"), and Snoqualmie Valley Youth Soccer Association, an unincorporated Washington non-profit association ("SVYSA").

WHEREAS, SVYSA requested permission from the City to repair a soccer field at Torguson Park located within the City of North Bend ("Field"), at its sole cost; and

WHEREAS, the City and SVYSA entered into an agreement that authorized SVYSA to make repairs to the Field in order to provide improved recreational facilities for SVYSA and the general public; and

WHEREAS, SVYSA invested over \$70,000 in the repair and reconstruction of the Field; and

WHEREAS, in recognition of the investment SVYSA made to the Field that improved the condition of the Field and will result in additional availability of the Field, the City desires to enter into an Agreement that provides SVYSA a priority of use as well as certain credits against usage fees;

NOW, THEREFORE, in consideration of the mutual benefits set forth in this Agreement, the City and SVYSA agree as follows:

1. Priority of Use. SVYSA shall have priority scheduling for use of the Field between the dates of August 15th and December 15th for the term of this Agreement.

2. Schedule of Use. Prior to July 1st of each year, SVYSA shall provide to the City a schedule that shall include the number of participants involved with SVYSA and a proposed schedule of play. The City retains the right to make adjustments to the Field use schedule in order to facilitate watering, maintenance or other public uses, if necessary.

3. Field Fees. SVYSA shall not be obligated to pay field rental fees for the term of this Agreement.

4. Additional Requirements. SVYSA shall follow all general rules and regulations set out by the City for the use of the Field, including, but not limited to execution of all necessary documents requiring proof of insurance and hold harmless provisions.

5. Use by Others. The City retains the right to allow and approve Field use by others during those times when SVYSA is not scheduled to use the Field.

6. Term. The term of this Agreement is approximately one hundred twenty (120) months, commencing on April 30, 2012 and terminating on April 29, 2022.

7. Indemnification. SVYSA shall defend, indemnify, and hold harmless the City, its officers, agents, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property that arise out of SVYSA's activities at or related to the Field, work or things done, permitted, or suffered by SVYSA in or about the Field, except any injury or damage occasioned by the sole negligence of the City. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, SVYSA shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees.

8. Insurance. SVYSA shall procure and maintain in full force throughout the duration of this Agreement comprehensive general liability insurance, with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City as an additional insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement. Certificates of coverage as required by this paragraph shall be delivered to the City within fifteen (15) days of execution of this Agreement.

9. Independent Parties. Nothing in this Agreement shall be considered to create an employment relationship between City and SVYSA, or between City and any of SVYSA's employees, agents, or contractors. SVYSA shall be solely responsible for the performance and completion of all work under this Agreement, and City shall not be responsible or liable for any legal or other obligations of SVYSA arising from its duties under this Agreement. Neither the SVYSA nor any employee of the SVYSA shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the SVYSA or any employee of the SVYSA.

10. Termination. This Agreement may be terminated by either party upon the filing of ninety (90) days' advance written notice to the other party; provided that, the parties may jointly agree to terminate this Agreement at any time. The obligations under Section 7, Indemnification, shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.

11. Discrimination Prohibited. SVYSA shall not discriminate against any employee, applicant for employment, or any person seeking the services of SVYSA under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. SVYSA shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

14. Notices. Notices to the City of North Bend shall be sent to the following address:

Londi Lindell, City Administrator
City of North Bend
P.O. Box 896
North Bend, Washington 98045

Notices to SVYSA shall be sent to the following address:

SVYSA
c/o Bud Raisio
1080 SW 10th Street
North Bend, Washington 98045

15. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively laid in the Superior Court of King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees, expert witness fees, and costs of suit.

CITY OF NORTH BEND, WASHINGTON

SNOQUALMIE VALLEY YOUTH
SOCCER ASSOCIATION


By: 
Kenneth G. Hearing, Mayor

By: 
Bud Raisio, President

Date: 12/5/12

Date: Dec 10, 2012

Attest/Authenticated:


Susie Oppedal, City Clerk



Maintenance Department

Specifications for Park Maintenance

Updated August 2015

1. Site Conditions

- All services provided by the District shall be consistent with quality standards of the grounds maintenance industry and of similar quality as preformed at the Si View Park, Pool and Community Center facility.
- The District employee shall be responsible for surveying the park prior to performing any maintenance work and deciding if it is safe and appropriate for the work they are intending to perform. If there is any doubt regarding safety of park visitors, themselves or equipment, they will notify the Operations Manager for direction.

2. Personnel

- The District shall have in its employ, or under its control, sufficient qualified and competent personnel to perform work promptly and in accordance with a schedule or work program.
- The District shall employ only such workers as are skilled in the tasks to which they are assigned. District Employees shall act appropriately and professionally at all times. Offensive language, gestures or actions while performing work for the District are not acceptable.

3. Safety Standards

- The District's employees shall be especially aware of the large number of children in this community, and shall take necessary precautions to safeguard their well-being.
- The District's employees shall follow all applicable safety standards including operating all equipment in conformance with the manufacturer's operating instructions for each, and in compliance with federal, state, and local safety standards and requirements.
- Precautions shall be exercised at all times for the protection of persons, (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with applicable safety provisions.

- Lawn mowing discharge shall at all times be aimed away from people, buildings, children and vehicles. Mower guards must be used as intended at all times for safety.
- Mowers weed trimmers and other equipment shall be properly maintained to operate at "normal" operating sound levels.

4. Property Damage

- The District shall be acquainted with the location of utilities, which may be encountered or be affected by our work, and shall be responsible for damage caused by neglect to provide proper precautions or protection.
- The District shall repair or replace, to its original state, any landscape damaged by failure to provide proper and adequate protection.

5. Frequency

- Landscape Maintenance shall take place according to the District's frequency table.

6. Inclement Weather Rescheduling

- Inclement weather shall be defined as weather that makes the accomplishment of quality work unfeasible, unusually time consuming, or potentially dangerous, or harmful.
- The District's Operation Manager, or his designee, decides when maintenance schedules get altered and when games get canceled due to inclement weather.

7. Work Hours

- The District shall not operate lawn mowers, blowers, line trimmers, or other noise generating machinery outside of the hours of 7:00 a.m. and 8:30 p.m.

8. Mowing

- All formal turf shall be maintained to a height of two inches.
- All rough turf and bio swales shall be maintained to a height of three to four inches.

9. Trimming

- The District shall be responsible at every lawn mowing for trimming around trees, sign posts, fencing, near buildings, in curbs and gutters, around all dumpsters and dumpster area, etc. and any other part of the lawn area where the lawn mowers may not be able to reach during routine mowing. Areas to be trimmed shall be brought to the same level as the mowing level of the lawn. Care shall be taken not to damage structures or trees with equipment.

10. Edging

- All turf areas shall be edged at sidewalks, curbs, hard surfaces, and formal beds. It is required that a power edger with a hard blade be used. Extreme caution should be used to prevent chipping of concrete structures by edging equipment.

11. Directions of Cut

- The District employee shall alter the mowing direction for each successive mowing where feasible. Areas where such alteration of mowing direction is not practicable may be exempt. Maintain a uniform lawn height free from scalping.

12. Proper Equipment Type and Maintenance

- Equipment shall be adequate for the completion of the work. The cutting edges of all mowing equipment used in the performance of work shall be kept in sharp condition. Grass bruising or rough cutting will not be accepted.

13. Walk the Site

- The District Employee will be responsible to walk the site prior to working, and know the site conditions.

14. Soil Testing

- Soil testing will be performed no less than every other year and a corrective action plan will be put in place to correct any deficiencies. This would include PH control and fertilizer requirements.

15. Pesticide Use

- An Integrated Pest Management (IPM) strategy will be used to control pests. This strategy integrates all available methods including cultural, physical, mechanical, chemical and biological controls to reduce and control insects, diseases, weeds, and cultural problems to an acceptable level in a cost-effective, environmentally rational manner.
- MSDS sheets for any pesticides used will be available if required. The District employee shall possess a current Washington State, Department of Agriculture (WSDA), Public Pesticide Applicator License and all other licenses and permits required for compliance with all WSDA regulations and statutes.

16. Turf Renovation

- All turf areas that contain irrigation and drainage shall be aerated at least once annually and include thatching, mechanical plugging and topdressing with sand or sand/compost mix. All improved turf areas shall receive treatment for Crane Fly and Moss in the early spring when necessary. Contact herbicide may be considered during the growing season to control broadleaf weeds in selected areas.

17. Turf Fertilization

- Improved turf areas will be fertilized with a well-balanced, slow release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year-round. Fertilizer type and application rates, will be determined from soil test results.

18. Turf Lime Application

- Soil PH will be included in soil tests and adjusted as required to obtain best performance from applied fertilizers and for proper plant health.

19. Trees, Shrub and Ground Cover Areas

- Landscape bed areas shall be kept in weed, leaf, and debris free condition. All landscape beds shall be weeded by mechanical and/or chemical means. Pre-emergent may be used up to two times a year. The District encourages the use of industry recognized IPM practices.
- All ornamental plant material except trees shall be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. Major pruning shall be done at least every six months during the growing season. Shrubs shall be pruned to maintain desired shape, health and function as needed to provide a neat, trim appearance.
- Ground cover shall be trimmed at the edge of hard surfaces, (sidewalks and curbs), trails, and bed areas. Ground covers shall be trimmed to prevent encroachment in to shrubs, trees, utility vaults, irrigation valve boxes, and irrigation heads. Equipment used shall insure proper pruning techniques and that plant material will not be damaged.
- Once annually the District shall replenish mulch to maintain a depth of no less than two inches in all planting areas and tree wells. Keep mulch at least two inches away from the crown of plants and trees. Mulch shall be a medium bark or other, as directed by the Operations Manager.
- All shrubs and ground cover in landscape bed areas shall be fertilized twice a year with a slow release fertilizer as required by soil testing

20. Irrigation

- Monitor and investigate early signs of irrigation problems with every visit to a park.
- Check for areas that are drying out or overly wet.
- Repair irrigation head or line breaks when found or shut the zone off to avoid wasting water.
- Flush pipes out after line breaks in effected area.
- Irrigation times will be adjusted to daily fluctuations in weather using either local Evaporation Transfer (ET) rates or use of a controller based weather station.

- Irrigation repairs will be made in an industry best practices method.
- All irrigation lines will be blown out with air for the winter and then inspected and recharged and adjusted in the spring for coverage and function.

22. Restrooms and Shelters

- Restrooms will be checked and cleaned daily.
- Cleaning will consist of sanitizing all surfaces, sweeping, mopping, and stocking supplies when needed.
- Repairs and maintenance will be ongoing and performed when needed to keep the facilities safe, clean and visually appealing.

23. Playground/Skate Park Equipment

- Monthly inspections will be performed by a qualified District employee who has attended the National Playground Safety Institution Certified Playground Safety Inspector (CPSI) course.
- Repair any reported or found hazards or defects that would compromise safe usage.
- Maintain proper depth of material in all playground equipment fall zones by means of weekly raking.
- Add appropriate material to attain required depth when loose fill is inadequate.
- Repair any cracks or chips.
- Remove or paint over any graffiti.
- Pressure wash as needed.

24. Debris/General Appearance

- Leaves shall be removed from all maintained areas. Including turf, landscape beds, and hard surfaces.
- Undesirable vegetation in sidewalks, curbs, and other hard surfaces shall receive an approved herbicide application and be removed.
- All encroaching, neighboring vegetation, including brush, trees and shrubs, shall be kept trimmed from any roads, trails, walkways and maintained areas. Vegetation shall normally be trimmed at property boundaries, but also shall be trimmed to prevent the limitation of sightlines along trails and/or streets. A buffer area of four feet, along all trails maintained, will be kept to a height no greater than four inches where possible.

Torguson Park

Proposed Level of Service For Improved Areas

2016

	frequency											
<u>Month</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Turf</u>												
Mowing	0	0	2	4	4	4	4	4	4	4	2	0
Edging	0	0	2	2	2	2	2	2	2	2	1	0
Trimming	0	1	2	4	4	4	4	4	4	2	1	0
Aeration			1		1			1		1		
Fertilization				1		1			1		1	
Weed Control		1		1		1		1		1		
Irrigation repairs	as needed											
Litter Pickup	as needed											
<u>Trees/Shrubs/Beds</u>												
Pruning			1			1				1		
Weed Control		1		1		1		1		1		
Leaf Pickup										2	2	2
Litter Pickup	as needed											
<u>Restrooms</u>												
Clean	daily when open, along with trash cans											
Trash Cans-as needed	2	2	4	4	4	4	4	4	4	4	4	2
<u>Path/Plaza/Skate Park</u>												
Litter Pickup-as needed	2	2	4	4	4	4	4	4	4	4	4	2
Trash Cans-as needed	2	2	4	4	4	4	4	4	4	4	4	2
Blow Down-as needed	2	2	4	4	4	4	4	4	4	4	4	2
Graffiti Removal	as needed											
<u>Playground</u>												
Inspection	1	1	1	1	1	1	1	1	1	1	1	1
Rake Fall Zone	2	2	3	4	4	4	4	4	4	4	4	2
<u>Infields</u>												
Graded/Conditioned			1							1		
Groomed	as needed, morning of games/practices											
Improved Landscape Areas with irrigation and drainage marked above.												
Improved Athletic Field Areas with irrigation and drainage are mowed twice a week.												
Unimproved Areas are serviced as needed.												

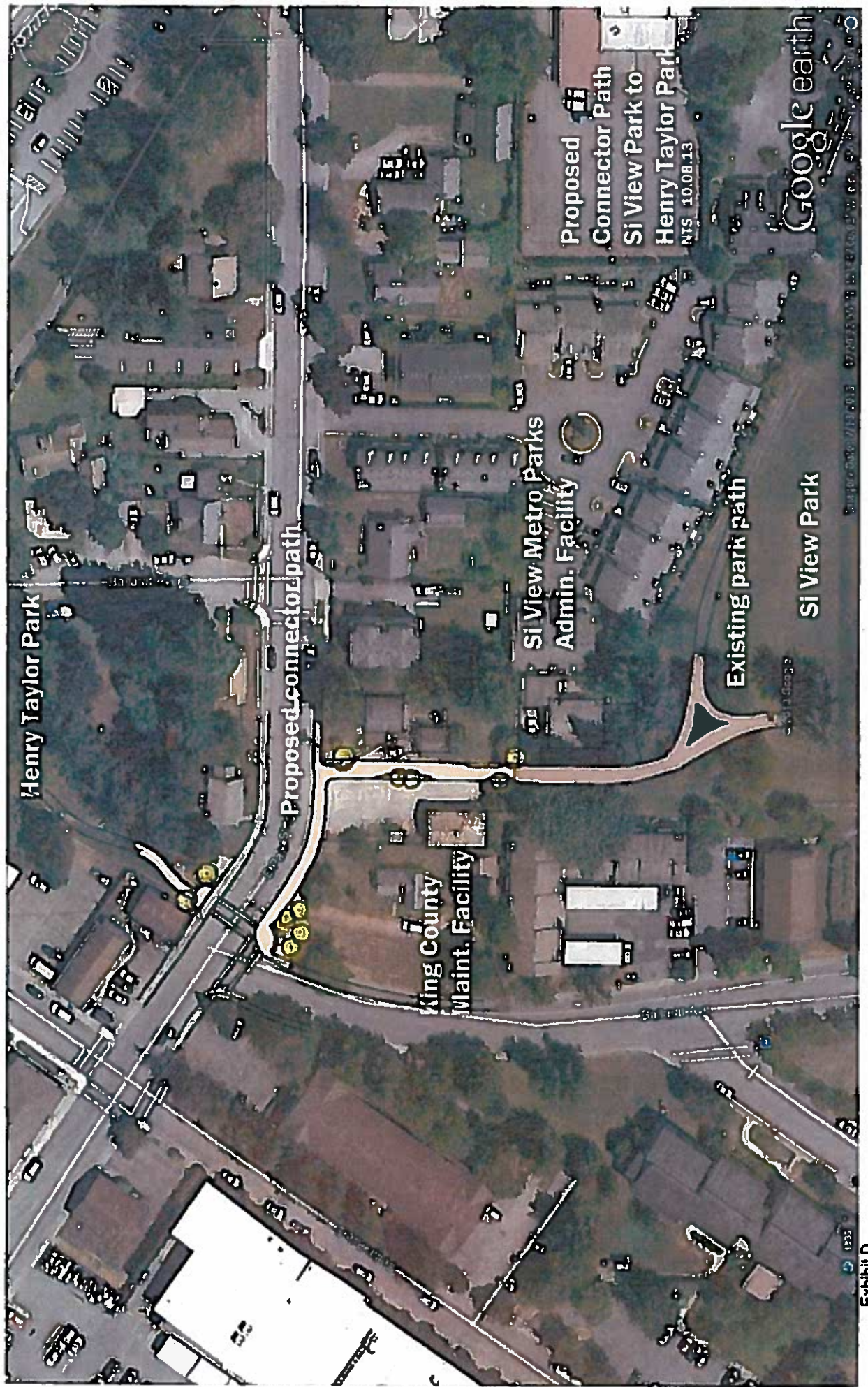


Exhibit D